

- (1) A performance bond, meeting the requirements set out in Chapter 35 of the City Code, and which will be substantially in the form set out in Exhibit B of Chapter 35, in an amount equal to the cost estimate, as approved by the Director of Development Services, of the uncompleted and unaccepted site improvements.
- (2) A trust agreement, meeting the requirements set out in Chapter 35 of the City Code and which will be substantially in the form set out in Exhibit B to Chapter 35, in an amount equal to the cost estimate, as approved by the Director of Development Services, of the uncompleted and unaccepted site improvements.
- (3) Cash or cashier's check in the full amount of the uncompleted and unaccepted site improvements deposited with the Director of Development Services.
- (4) An irrevocable letter of credit, meeting the requirements set forth in Chapter 35 of the City Code and which will be substantially in the form set out in Exhibit B to Chapter 35, in an amount equal to the cost estimate, as approved by the Director of Development Services, of the uncompleted and unaccepted site improvements.

In any event, I fully understand and agree that, in addition to the requirement for a performance bond, trust agreement, letter of credit, and/or cash or cashier's check deposit to guarantee completion and acceptance of the site improvements before the plat is recorded, as hereinbefore stated, I, the undersigned subdivider and my heirs, or assigns, successors, or subsequent purchasers having any right, title or interest in the property described as \_\_\_\_\_ or any part thereof, shall be liable to the City of San Antonio that all site improvements will be completed and, except for planned residential district bufferyards and public benefit features, accepted by the City within the time provided herein. However, should the completion of such site improvements be delayed by reason of strikes, riots, acts of God, acts of the public enemy, injunction or other court action, or any other cause similar to those enumerated beyond my control, I shall be entitled to an extension of time equal to the time of such delay, which extension of time is to be fixed finally by written certificate made by the Director of Development Services. It is expressly declared that no such allowance of time will be made unless claimed by me and allowed and certified in writing by the Director of Development Services at the end of each period of such delay.

I further fully understand and agree that, at the end of each one-year period until the expiration of three (3) years from the date of plat approval, the Director of Development Services shall review the cost estimate to complete the uncompleted site improvements outstanding at that date to determine the adequacy of any existing performance guarantee. Should the Director Development Services conclude that the sum set out in such performance guarantee is inadequate to provide for the completion of the uncompleted site improvements at the then prevailing construction costs, he shall require either a substitute or an additional guarantee to cover the newly estimated cost.

Should such necessary additional or substitute guarantee fail to be provided to the Director of Development Services within thirty (30) days of the request for same, I understand and agree that the Director of Public Works shall refuse to accept a performance guarantee under any form which is related to the plat of a subdivision in which I have a principal or subsidiary interest. Such a plat once it has been approved by the Planning Commission may be recorded only in the manner prescribed in Chapter 35 of the City Code.

In addition, I further fully understand and agree that, if after the expiration of the time periods referred to herein, the site improvements have not been satisfactorily completed and accepted, the Director of Development Services shall refuse to accept a performance guarantee, under any form, which is related to the plat of a subdivision in which I have a principal or subsidiary interest.

In any event, I agree that approval of the plat shall expire after three (3) years from date of approval unless I have either completed all site improvements and have had same accepted by the City or provided an appropriate performance guarantee.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Subdivider

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Ord. No. 98697 § 1) (Ord. No. (99795) (Ord. No. 2006-02-16-0241, § 2, 2-16-06)

**(7) Form G: Performance Agreement.**

State of Texas X

X

County of Bexar X

Before me, the undersigned authority, a notary public for the State of Texas, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**(8) Form H: Performance Bond.**

State of Texas X

X

County of Bexar X

Known all men by these presents:

That we, \_\_\_\_\_, the undersigned subdivider as principal, and \_\_\_\_\_, as surety, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas, in the full and just sum of \$ \_\_\_\_\_, for the payment of which will and truly to be made; we hereby bind ourselves and our respective heirs, administrators, executors and assigns jointly and severally, firmly by these presents.

Whereas, the principal had petitioned the Planning Commission of the City of San Antonio for permission to develop a subdivision within the jurisdiction of the City of San Antonio which is shown on a subdivision plat (number and name) and which is more particularly described as follows, to wit:

; and

Whereas, such subdivision plat was approved by the Planning Commission on \_\_\_\_\_; and

Whereas, the San Antonio Unified Development Code requires that the site improvements set out below be completed by the subdivider in conformance with the standards established by the code within three (3) years from the date on which the plat was approved;; and

Whereas, the aforesaid code requires that an approved subdivision plat may not be filed for record in the office of the County Clerk until such site improvements have been completed and have been accepted by the City of San Antonio, or until there is provided to the City of San Antonio a guarantee of performance that such site improvements will have been completed and will have been accepted by the City within three (3) years of the date on which the plat was approved; and

Whereas, the undersigned subdivider has elected to provide to the City of San Antonio such a guarantee of performance as a condition precedent to the filing of the plat of the subdivision hereinabove described for record in the office of the County Clerk;

Now therefore, the condition of this obligation is such that if the principal shall, on or before the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, construct or cause to be constructed the above mentioned improvements in accordance with the requirements of the City of San Antonio Unified Development Code, then this obligation shall be void; otherwise the obligations under this bond shall remain in full force and effect.

In testimony whereof, witness our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Subdivider and Principal

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-fact

Approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

City of San Antonio

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form: \_\_\_\_\_

City Attorney

(ATTACHMENT: Power of Attorney)

**(9) Form J: Trust Agreement.**

This agreement is between \_\_\_\_\_ subdivider, trustee, and the City of San Antonio.

Subdivider has deposited (or herewith deposits) subject to the order of subdivider and trustee jointly as provided in this agreement in the (name and location of bank, trust company or qualified escrow agent \_\_\_\_\_), Texas, the sum of \$ \_\_\_\_\_ for the purpose of constructing site improvements in \_\_\_\_\_ Subdivision, plat # \_\_\_\_\_, in \_\_\_\_\_ County, Texas for the benefit of the public represented by the City of San Antonio and more particularly described as follows:

Type of Site Improvement (Gas and electric lines not Estimated Cost included)

Streets \$ \_\_\_\_\_

Sidewalks \$ \_\_\_\_\_

Alleys \$ \_\_\_\_\_

Storm drainage \$ \_\_\_\_\_

Sanitary Sewers \$ \_\_\_\_\_

Water \$ \_\_\_\_\_

Other (specify) \$ \_\_\_\_\_

Trustee agrees to authorize expenditures from such trust account, execute checks, drafts and other orders of withdrawal only for the purpose of paying for the cost of constructing such site improvements, and such orders shall show thereon the purpose of the withdrawals. The expenditure(s) for each type of site improvements shall be made only in amounts not to exceed the estimated cost thereof shown above. Trustees shall provide the Director of Development Services and County Engineer with a statement of such expenditures in the above subdivision (by type of site improvements) within five (5) days of their authorization.

Subdivider shall, within five (5) days after any single withdrawal of one thousand dollars (\$1,000.00) or more, or a combination of withdrawals of one thousand dollars (\$1,000.00) or more has been made, furnish an affidavit showing that the sums of money so withdrawn were expended by subdivider on prescribed site improvements, indicating the percentage of site improvements completion and estimating the date of site improvements completion. The affidavit shall be submitted substantially in the following form:

**Affidavit**

State of Texas   X

                          X

County of Bexar X

Before me, the undersigned authority in and for the state and county aforesaid, on this day personally appeared \_\_\_\_\_, who, being by me first duly sworn upon his oath deposes and says:

I, \_\_\_\_\_, subdivider of the \_\_\_\_\_, under date(s) of \_\_\_\_\_, \_\_\_\_\_, withdrew the sum(s) of \$ \_\_\_\_\_ from the trust account heretofore deposited with \_\_\_\_\_, trustee, and created for such use and purpose, and expended such funds so withdrawn on prescribed site improvements to \_\_\_\_\_ subdivision as follows:

**Subdivisions**

Site Improvement \$ \_\_\_\_\_ Amount \$ \_\_\_\_\_ Percentage of Completion \$ \_\_\_\_\_

With the expenditure of these funds, it is estimated that the prescribed site improvements will be completed by, \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for

The State of Texas

Until this affidavit is accomplished, no further withdrawals shall be made from the trust account. The trustee shall be authorized to release further funds to the subdivider only after receipt of written notification therefor from the Director of Development Services to do so.

Subdivider agrees to construct all site improvements within three (3) years from the date of plat approval.

Upon the failure of the subdivider to provide such site improvements as herein provided, any remaining balance in such trust account shall be paid by trustees to the City of San Antonio for the sole purpose of completing, repairing, maintaining or otherwise working on the site improvements in such subdivision. Upon demand by the City Manager or his duly authorized representative, it is hereby understood that payment to the City shall be made on the order of the trustee without the necessity of joinder by the subdivider.

A certificate that the sum required herein is on deposit in the above named bank, trust company or qualified escrow agent, subject to withdrawal only as provided herein, signed by an authorized official thereof, is attached hereto.

A copy of this agreement has been supplied to the bank, trust company, or qualified escrow agent, named by the undersigned trustee.

In testimony whereof witness our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_.

\_\_\_\_\_  
Subdivider

Attest:

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
Trustee

Attest:

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
City of San Antonio

Attest:

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
Approved as to form: \_\_\_\_\_

Title: \_\_\_\_\_

(ATTACHMENT: Letter of Escrow)

(Ord. No. 99795)

(10) **Form K: Irrevocable Letter of Credit.**

No. _____	
_____ (Name of bank, trust company or agent)	
To: City of San Antonio	
City Hall	Date: _____
P.O. Box 839966	
San Antonio, Texas	
78283-3966	Amount: _____
Gentleman/Ladies:	
At the request of _____ (subdivider) _____, and for the account of _____ (name of company/corporation) _____, we hereby open in favor of the City of San Antonio our irrevocable letter of credit for sum or sums not exceeding \$ _____ dollars available by your demand on us and documents specified below:	
A signed statement by the Director of Development Services and County Engineer certifying that the funds drawn under this letter of credit are needed to pay for the completion of all or any of the following improvements:	
Type of Site Improvement (Gas and electric lines not Estimated Cost included):	
Streets \$ _____	
Sidewalks \$ _____	
Sanitary Sewers \$ _____	
Alleys \$ _____	
Storm drainage \$ _____	
Water \$ _____	
Other (specify) \$ _____	
Total: \$ _____	
in connection with _____ (name of subdivision and unit #) _____, plat # _____, and further that _____ (subdivider) _____ has failed to complete the work stated. Such demands will be honored if presented at this office on or before _____ (month, date, year) _____ which is three (3) years and ninety (90) days from the date of plat approval.	
_____ (Name of bank, trust company or agent), will provide written notification to the City of San Antonio, City Hall, P.O. Box 839966, San Antonio, Texas, 78283-3966, ninety (90) days prior to the expiration of this letter of credit as advice of the pending expiration.	
Bank, Trust Company or Qualified Escrow Agent	
Attest:	
By: _____	By: _____
Title: _____	Title: _____